

FILED

Feb 03 2021

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

1 Steven Wayne Bonilla / Petitioner

2 J-48500, 3-E4-13, San Quentin CA 94974

3
4 United States District Court
5 Northern District of California
6

7 Steven Wayne Bonilla

Case No. 4:21-cv-00846-PJH (PR)

8 Plaintiff,

9 ~

Consent and Agreed Judgment

10 Judge Vince D. Chhabria,

For Damages - which have been

11 Judge Richard Seeborg,

settled and agreed to by the parties

12 Judge Joseph C. Sperto,

in this action for sanction.

13 John Doe 1-40,000,

14 Defendants

- Expedited Review Requested -

15
16
17 Introduction18 The Plaintiff, Steven Wayne Bonilla, in the above case and
19 cause before this Honorable Court to sanction the provisions
20 and terms for damages which have been settled and agreed
21 to by the parties for the violation of the California Constitution's
22 Right to Privacy / Public Utility Code §2891, regarding his phone records.
23

Section I

24 A Consent Judgment is defined as a judgment that the
25 provisions and terms of which are settled and agreed to
26 by the parties to the action.27 An Agreed Judgment is legally defined as a judgment entered
28 on the agreement of the parties, which receives the sanction

1 of the court, and it constitutes a contract between the
 2 parties to the agreement; it operates as an adjudication
 3 between them, and when the court gives the agreement its
 4 sanction, it becomes a judgment of the court.

5 Section II

6 The court held in *Circuit City v. Hajd*, [294 F.3d 1104], that as a general
 7 rule, silence or inaction does not constitute acceptance of an
 8 offer, under California law, but where circumstances or the previous
 9 course of dealing between the parties places the offeree under a
 10 duty to act or be bound, his silence or inactivity will constitute
 11 his assent. And the court held in *Sorg v. Weisz*, [14 C.A.3d 78], that silence
 12 when offer is made or failure to reject it, is an acceptance
 13 which will constitute a bilateral contract. Note 77 ALR 1141. See also
 14 Cal. Jur. 2d, Contracts, § 23; Am. Jur. 2d, Contracts, § 47.

15 Section III

16 Pacific Bell Telephone Company, (AKA AT&T), in a violation of
 17 California Utility Code Section 2891, took, approximately a \$200,00
 18 "BRIBE" to give up the Plaintiff's phone records for (408) 446-3850,
 19 to participate in a conspiracy to murder the Plaintiff under the
 20 Color of Law and Authority, by willfully denying him his
 21 guaranteed Constitutional Rights to privacy in his records.

22 The defendants were under a statutory duty to declare the
 23 Alameda County Superior Court judgment void, in Case No. H-12210-A,
 24 when they were presented with the FBI's "ADMISSION" that the
 25 federal grand jury subpoena NEVER EXISTED, NOR WAS IT EVER SERVED.
 26 By mutually carrying out the common purpose of the
 27 conspiracy, by violating the statute, made the defendants
 28 participants in an ongoing conspiracy and liable for the

1 damages acquiesced to by the conspiracy, as agreed to in,
 2 [Exhibit A], and proven by the signature shown on the
 3 certified mail having been served on the conspiracy as
 4 shown in, [Exhibit B].

5 In tort the major significance of a conspiracy lies in the
 6 fact that it renders each participant in the wrongful act
 7 responsible as a joint tortfeasor for all damages ensuing from
 8 the wrong, irrespective of the degree of his activity. [53 C. 2d 643].

9 Thus, as a matter of well established law, and by definitions
 10 stated above, the parties have agreed and settled on the
 11 provisions and terms of an agreement. Which will now
 12 operate as adjudication between the parties when the court
 13 sanctions the agreement so that it becomes a judgment of the court.

14 Relief Sought

15 (1). Whereby, the Plaintiff request the court to sanction the
 16 agreement for damages, so that it becomes a judgment
 17 of the Court for damages caused by the conspiracy
 18 to the date of the Court judgment.

19 (2). The amount of damages to be made in the court
 20 judgment, is to be made certain by computation for the
 21 amount due, as stated in, [Exhibit A].

22 Verification

23 I declare under penalty of perjury that the foregoing
 24 is true and correct, pursuant to 28 USC § 1746.

25 Dated: 1-5-21

26 Respectfully Submitted
 27 Steven Bernella
 28

EXHIBIT A

ACCOUNTING OF AMOUNT OF COMPENSATORY & PUNITIVE DAMAGES DUE:

The following compensatory damages were caused by the LIEN DEBTORS' violations of 18 U.S.C. §241, 813, 872, 1001, 1915, RICO §1961 et seq., 641; California Penal Code §125, 134, 153, 182(4)&(5), 186, 211, 418, 496, 518, 519, 532, 2112; & numerous sections of the Uniform Commercial Code §3-106, 3-108, 30110; 3-112 & Part 6. §9-601, et seq & et al §§.

(1) According to the Federal Bureau of Investigation (FBI), Report obtained via the Freedom of Information Act (FOIA), Sunstate Tropical Wholesale Nursery's financial accounts receivable, which was only comprised of money owed to Sunstate in promissory notes, balance on December 31, 1985, was FIFTEEN-MILLION, SEVEN-HUNDRED AND THIRTY-NINE-THOUSAND, EIGHT-HUNDRED AND SEVENTY-SEVEN DOLLARS AND SIXTY-SEVEN CENTS ON promissory notes, they were all bearing accrued interest at the rate of TEN PERCENT PER ANNUM. Due to non-performance and failure to make the annual payments as required by the contractual promissory notes an additional TEN PERCENT PENALTY PER ANNUM HAS BEEN ADDED FOR DEFAULTING on making the annual payments that were required to be done in accordance with the terms of the contractual agreements made in the promissory notes. Therefore, the balance due is calculated by the balance beginning with \$15,739,877.67 on December 31, 1985, COMPOUNDED AT TWENTY PERCENT PER ANNUM UNTIL DEFAULT ON JANUARY 18, 2013, amounts to more than TWO-BILLION, ONE-HUNDRED & EIGHTY-TWO MILLION, TWO-HUNDRED & NINETY-THOUSAND DOLLARS. (\$2, 182,290,943.46).

(2) The Baritz Nightclub's revenue in January 1988, before Susan

1 Hanah Harris illegally and by fraud/oppression, seized management of the
2 business on her own and implementing her own changes in managing the
3 Baritz, expense was 4%, maintenance expense 3½%, sales tax 5½%, rent 6%,
4 labor and general administration ran 29%, leaving a cash profit for
5 Independent Caterers' 45% interest in the Baritz Nightclub to be
6 \$38,319.00 per month or \$459,828.00 per year. This makes the loss of
7 income with the ten percent per annum adjustment, from January 1, 1988,
8 until default on January 17, 2013, to amount to \$47,818,838.65. The
9 value of a nightclub business is worth three times its cash profit for
10 the year which made Independent Caterers' forty-five percent valued at
11 \$1,319,487.00 in January of 1988. Which makes the current value,
12 adjusted at ten percent per annum, to be \$14,026,176.69 as of the
13 default on January 17, 2013. This brings the total loss and damages for
14 Independent Caterers' forty-five percent interest in the Baritz
15 Nightclub to be \$61,908,015.34.

16 (3) The total compensatory damages and loss for the business known
17 as Independent Caterers dba Sunstate Tropical Wholesale Nursery and the
18 Baritz Nightclub's (forty-five percent interest) up until the default on
19 January 17, 2013, is \$2,244,199,878.25.

20 (4) Damages given in punitive statutes, for violation of
21 Racketeering (RICO, 18 U.S.C. §1962, et seq.); and California Penal Code
22 §496(c), are triple of the actual damages (compensatory damages), to
23 \$6,732,599,643.75; which is secured by the real and personal community
24 property of the LIEN DEBTORS.

25 (5) The total tally of compensatory and punitive damages as of the
26 day of default on January 17, 2013, is EIGHT-BILLION, NINE-HUNDRED AND
27 SEVENTY-SIX-MILLION, SEVEN-HUNDRED AND NINE-THOUSAND, FIVE-HUNDRED
28

1 AND THIRTEEN-DOLLARS (\$8,976,799,513.00). This balance continues to
2 accrue at the rate of ten percent per annum from the day of the default
3 on January 18, 2013, until paid in full. It is secured by real and
4 personal community property of the LIEN DEBTORS; additional damages to
5 be added upon discovery and proof.

6 (6) Under the applicable rules of law (California Penal Code Section
7 1202.4), to calculate the damages and liability for the members of the
8 civil conspiracy (Defendants), for the false imprisonment of Sunstate's
9 President it is based on the twelve months of income prior to the false
10 imprisonment of its President, which began on September 20, 1988. The
11 income for those twelve months is what is owed Sunstate Tropical
12 Wholesale Nursery, which is the income owed Independent Caterers, Inc.,
13 on its forty-five percent interest in the Baritz Nightclub, from
14 September 20, 1987 until September 19, 1988, which in turn is its
15 President's income for the same period. Based on the calculations
16 stated above, the income for the twelve months prior to the false
17 imprisonment is nineteen-million, nine-hundred and twenty-six-thousand,
18 one-hundred and five-dollars and four cents (\$19,926,105.04), with the
19 base income adjusted ten percent per annum and the balance accrued at
20 the rate of ten percent per annum from September 20, 1988 until the
21 second default on August 3, 2013, the balance owed for the false
22 imprisonment of Sunstate's President is four-Billion, eight-hundred and
23 fourteen-million, two-hundred and seventy-seven-dollars and thirty-five
24 cents (\$4,814,277,377.35). Damage given by punitive statutes for
25 violation of Racketeering (RICO, 18 U.S.C. §1962, et seq.); and
26 California Penal Code §496(c), are triple of the actual damages given by
27 punitive statutes, brings the punitive damages due as of the day of
28

1 default (August 3, 2013) to \$14,442,832,132.05, which is secured by real
2 and personal community property of the LIEN DEBTORS.

3 (7) The total tally of compensation and punitive damages for the
4 false imprisonment of Sunstate's Presidents as of the day of default on
5 August 3, 2013 is nineteen-billion, two-hundred and fifty-seven-
6 million, one-hundred and nine-thousand, five-hundred and nine-dollars
7 and forty-cents. (#19,257,109,509.40). This balance continues to accrue
8 at the rate of ten percent per annum from the day of the default on
9 August 3, 2013 and at the rate of \$7,185,666.42 per day until September
10 19, 2013 and from September 20, 2013 until September 19, 2014 at the rate
11 of \$8,130,285.28 per day and from September 20, 2014 until September 19,
12 2015 at the rate of \$9,191,465.22 per day, etc., or until such time as
13 the false imprisonment ceases to continue; and until paid in full. It
14 is secured by the real and personal community property of the LIEN
15 DEBTORS

16 DATED: 11-21-12

17 The foregoing is declared true and correct under penalty of perjury
18 under the laws of California and the United States of America this 21
19 day of NOVEMBER 2012 at Tamal, Ca. 94974

Steven Bonilla

20
21 DATED: 11-21-12

22
23 STEVEN BONILLA AFFIANT, OWNER & MEMBER OF THE BOARD OF DIRECTORS
24 AUTHORIZED TO ACT FOR AND ON BEHALF OF INDEPENDENT CATERERS, INC.

25 ---

26 "AFFIDAVIT OF NOTICE OF DEFAULT"
27

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>X S. Land</i> </p>	
<p>1. Article Addressed to:</p> <p><i>AT&T</i> <i>208 S. AKARD ST.</i> <i>DALLAS, TX 75202</i></p>		<p>B. Received by (Printed Name) <i>S. LAND</i></p>	<p>C. Date of Delivery <i>11-15-11</i></p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p> <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p>	
<p>2. Article Number (Transfer from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
		<p><i>7005 0390 0005 6698 9201</i></p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA
280 SOUTH FIRST STREET
SAN JOSE, CA 95113

November 20, 2020

Steven Wayne Bonilla
J-48500
SAN QUENTIN STATE PRISON (SQ-2)
SAN QUENTIN, CA 94974

Dear Mr. Bonilla:

The court has received your letter to the FBI and two IFP documents, attached. The Court is unable to file the two IFPs because there is no case number noted and we are unsure which of your cases this pertains to. In addition, the FBI does not have an office at the address you provided.

You must include the case name and complete case number on any document you submit to this court for consideration in your case.

Sincerely,

Lisa Duran

Pro Se Paralegal

attachment

*a person can not be precluded from
raising the jurisdictional question
for any reason [116 F.2d 449, 453] nor
be barred from doing so [490 S.495]*

*a void order or judgment is subject to
collateral attack at any time and in
any place [148 Cal. app. 2d 845]*

dy

4. Do you have cash (includes balance of checking or savings accounts)? ☐ Yes ☒ No

If "yes" state the total amount: _____

5. Do you own any real estate, stocks, bonds, securities, other financial instruments, automobiles or other valuable property? ☐ Yes ☒ No

If "yes" describe the property and state its value: _____

6. Do you have any other assets? ☐ Yes ☒ No

If "yes," list the asset(s) and state the value of each asset listed: _____

7. List all persons dependent on you for support, stating your relationship to each person listed and how much you contribute to their support.

N/A

This form must be dated and signed below for the court to consider your application.

I hereby authorize the agency having custody of me to provide a certified copy of my trust account statement for activity covering the last six months to the Court. Additionally, once eligibility is established, I further authorize the agency having custody of me to collect from my trust account and forward to the Clerk of the United States District Court payments in accordance with 28 U.S.C. § 1915(b)(2).

November 8, 2020
DATE

Steven Wayne Boudle
SIGNATURE OF APPLICANT

Applicant's CDCR Number (Mandatory for CDCR Applicants): _____

**CERTIFICATION BELOW IS TO BE COMPLETED BY
NON-CDCR INCARCERATED PRISONERS ONLY**

CERTIFICATE

(To be completed by the institution of incarceration)

I certify that the applicant named herein has the sum of \$ _____ on account to his/her credit at _____ (name of institution). I further certify that during the past six months the applicant's average monthly balance was \$ _____. I further certify that during the past six months the average monthly deposits to the applicants account was \$ _____.

(Please attach a certified copy of the applicant's trust account statement showing transactions for the past six months.)

DATE

SIGNATURE OF AUTHORIZED OFFICER

Date\Time: 11/12/2020 7:43:18 AM

CDCR

Verified: _____

Institution: SQ

Inmate Statement Report

Start Date:	5/12/2020	Revalidation Cycle:	All
End Date:	11/12/2020	Housing Unit:	All
Inmate/Group#:	J48500		

THE SIGNATURE OF THE CLERK IS A GUARANTEE
COPY OF THE TRUST ACCOUNT MAINTAINED
BY THE OFFICE.

DATE: 11/12/2020 BY: [Signature]

Case Number: _____

CERTIFICATE OF FUNDS
IN
PRISONER'S ACCOUNT

I certify that attached hereto is a true and correct copy of the prisoner's trust account statement showing transactions of BONILLA ✓ 48500 for the last six months a
at SAN QUENTIN STATE PRISON ^(prisoner name) where (s)he is confined.
_(name of institution)

I further certify that the average deposits each month to this prisoner's account for the most recent 6-month period were \$ 0 and the average balance in the prisoner's account each month for the most recent 6-month period was \$ 0.

Dated: 11-12-20

[Signature]
[Authorized officer of the institution]

Date\Time: 11/12/2020 7:43:18 AM

CDCR

Verified: _____

Institution: SQ

Inmate Statement Report

CDCR#	Inmate/Group Name	Institution	Unit	Cell/Bed
J48500	BONILLA, STEVEN	SQ	A EB 3	013001

Current Available Balance: \$0.00

Transaction List

Transaction Date	Institution	Transaction Type	Source Doc#	Receipt#/Check#	Amount	Account Balance
------------------	-------------	------------------	-------------	-----------------	--------	-----------------

No information was found for the given criteria.

Encumbrance List

Encumbrance Type	Transaction Date	Amount
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No information was found for the given criteria.

Obligation List

Obligation Type	Court Case#	Original Owed Balance	Sum of Tx for Date Range for Oblg	Current Balance
PLRA	CV11-03631 CW	\$350.00	\$0.00	\$350.00
PLRA	CV11-03180 CW	\$350.00	\$0.00	\$350.00
PLRA	CV11-03181 CW	\$350.00	\$0.00	\$350.00
PLRA	CV11-03206 CW	\$350.00	\$0.00	\$350.00
PLRA	CV11-03398 CW	\$350.00	\$0.00	\$350.00
PLRA	CV11-03441 CW	\$350.00	\$0.00	\$350.00
PLRA	2:18-CV-01811-TLN-AC	\$350.00	\$0.00	\$350.00

Restitution List

Restitution	Court Case#	Status	Original Owed Balance	Interest Accrued	Sum of Tx for Date Range for Oblg	Current Balance
-------------	-------------	--------	-----------------------	------------------	-----------------------------------	-----------------

No information was found for the given criteria.

4. Do you have cash (includes balance of checking or savings accounts)? ☐ Yes ☒ No

If "yes" state the total amount: _____

5. Do you own any real estate, stocks, bonds, securities, other financial instruments, automobiles or other valuable property? ☐ Yes ☒ No

If "yes" describe the property and state its value: _____

6. Do you have any other assets? ☐ Yes ☒ No

If "yes," list the asset(s) and state the value of each asset listed: _____

7. List all persons dependent on you for support, stating your relationship to each person listed and how much you contribute to their support. N/A

This form must be dated and signed below for the court to consider your application.

I hereby authorize the agency having custody of me to provide a certified copy of my trust account statement for activity covering the last six months to the Court. Additionally, once eligibility is established, I further authorize the agency having custody of me to collect from my trust account and forward to the Clerk of the United States District Court payments in accordance with 28 U.S.C. § 1915(b)(2).

November 8, 2020
DATE

Steven Wayne Bonilla
SIGNATURE OF APPLICANT

Applicant's CDCR Number (Mandatory for CDCR Applicants): _____

**CERTIFICATION BELOW IS TO BE COMPLETED BY
NON-CDCR INCARCERATED PRISONERS ONLY**

CERTIFICATE

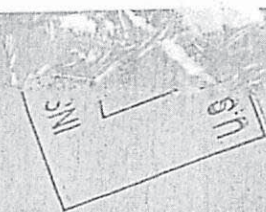
(To be completed by the institution of incarceration)

I certify that the applicant named herein has the sum of \$ _____ on account to his/her credit at _____ (name of institution). I further certify that during the past six months the applicant's average monthly balance was \$ _____. I further certify that during the past six months the average monthly deposits to the applicants account was \$ _____.
(Please attach a certified copy of the applicant's trust account statement showing transactions for the past six months.)

DATE _____

SIGNATURE OF AUTHORIZED OFFICER _____

POSTAGE \$003.25-



212
Morgan, J. / 95130

[Handwritten signature]

Federal Bureau of Investigation
Internal Affairs
280 South First Street, Suite 2112
San Jose CA 95113

RECEIVED

NOV 13 2021

CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE